2984.

SUPREME COURT OF THE UNITED STATES.

No. 93.

SOLOMON S. MASTERS AND WM. K. MASTERS, TRADING AS PARTNERS UNDER THE FIRM AND STYLE OF S. S. MASTERS & SON, PLAINTIFFS IN ERROR,

vs.

FREDERICK L. BARREDA & PHILLIPE BARREDA, TRADING AS PARTNERS UNDER THE FIRM OF F. BARREDA & BROTHER.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE EASTERN DISTRICT OF VIRGINIA.

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GIDEON, Printer, 511 Ninth street, Washington, D. C.

Pleas at the United States court-room, in the city of Richmond, before the circuit court of the United States for the fourth circuit and eastern district of Virginia, on Wednesday, the 27th day of June, 1855.

Be it remembered, that heretofore, to wit, on the 2d day of January, 1855, came Frederick L. Barreda and Philip Barreda, who are aliens residing and trading in the city of Baltimore, State of Maryland, as partners, under the firm of F. Barreda and Brother, and sued out of the office of said court a summons against Solomon S. Masters and William K. Masters, citizens and inhabitants of the State of Virginia, trading as partners under the firm and style of Masters and Son; which said summons, together with the return thereon written, is in the words and figures following, to wit:

The President of the United States of America, to the Marshal of the eastern Virginia district, greeting:

You are hereby commanded to summon Solomon S. Masters and William K. Masters, citizens and inhabitants of the State of Virginia, and trading as partners under the firm and style of S. S. Masters and Son, if they be found within your district, to appear before the judges of the court of the United States for the fourth circuit, in the eastern Virginia district, at the city of Richmond, on the first Monday in February next, to answer Frederick L. Barreda and Phillippe Barreda, who are aliens residing and trading in the city of Baltimore, State of Maryland, as partners under the firm of F. Barreda & Brother, of a plea of trespass on the case, damage $100,000; and have then there this writ.

Witness R. B. Taney, chief justice Supreme Court of United States, at Richmond, this 2d day of January, one thousand eight hundred and fifty-five, and in the 79th year of the independence of the United States of America.

P. MAYO, *Clerk*.

Return.

Executed on the 30th day of January, 1855, on the within named defendants, by delivering to S. S. Masters a true copy of the within process.

J. D. STEEL, *D. M.*
For JNO. F. WILEY, *M. E. V. D.*

And at another day, to wit, at rules held in the clerk's office of said court, on the first Monday in February, 1855, being the day of the month, came the plaintiffs, by their attorneys, and filed their declaration against the said defendants, which declaration is in these words:

Circuit Court of the United States for the fourth circuit and eastern district of Virginia.

Frederick L. Barreda and Phillippe Barreda, aliens residing in the city of Baltimore, and State of Maryland, trading as partners under the firm of F. Barreda and Brother, complain of Solomon S. Masters and William K. Masters, citizens and inhabitants of the State of Virginia, residing in the city of Alexandria, in the State of Virginia, trading as partners under the firm of S. S. Masters and Son, in custody, &c., of a plea of trespass on the case, for this, to wit: That on the day of , and on several other days in the 1854, and within the jurisdiction of this court, to wit, at Alexandria aforesaid, the said plaintiffs sold and delivered to the defendants, at their special instance and request, various large quantities of guano, for which the said defendants in consideration thereof agreed to pay the said plaintiffs the price thereof, amounting together to the sum of one hundred and thirty-three thousand for hundred and ninety-four dollars and seventy-seven cents; and the plaintiffs aver, that afterwards the said defendants made, at divers times down to the day of , in the year 1854, payments in part of said sum, said payments amounting together to the sum of fifty-five thousand seven hundred and ninety-eight dollars and sixty-four cents, whereby the said defendants remained indebted to the plaintiffs on the day of , in the year 1854, to wit, at Alexandria aforesaid, and within the jurisdiction of this court, the sum of seventy-seven thousand six hundred and ninety-six dollars and thirteen cents of the price of said guano so sold and delivered to them as aforesaid; and being so indebted, the said defendants, in consideration thereof, afterwards, on the day and year last aforesaid, to wit, at Alexandria aforesaid, and within the jurisdiction of this court, promised to pay the plaintiffs the said sum of seventy-seven thousand six hundred and ninety-six dollars and thirteen cents, when they should be thereunto afterwards requested. And also for this, that the said defendants, on the day of , 1854, to wit, at the city of Alexandria aforesaid, and within the jurisdiction of this court, were indebted to the plaintiffs in the further sum of seventy-seven thousand six hundred and ninety-six dollars and thirteen cents, for guano before that time sold and delivered by the plaintiffs to the defendants, to wit, at Alexandria aforesaid, and within the jurisdiction of this court, at their special instance and request; and being so indebted, the said defendants, in consideration therefor, on the day of , and in the year aforesaid, to wit, at Alexandria aforesaid, and within the jurisdiction of this court, faithfully promised to pay the plaintiffs the said last mentioned sum of seventy-seven thousand six hundred and ninety-six dollars and thirteen cents, when they should be thereunto afterwards requested. And also for this, that the said defendants, on the day of , in the year 1854, to wit, at the city of Alexandria aforesaid, and within the jurisdiction of this court, were indebted to the plaintiffs in the further sum of seventy-seven thousand six hundred and ninety-six dollars and thirteen cents, for guano sold and delivered by

the plaintiffs to the defendants, at their special instance and request, and for money paid, laid out, and expended by the plaintiffs for the defendants, at their special instance and request, and for money had and received before that time by the defendants to the use of the plaintiffs. And being so indebted, the said defendants, in consideration thereof, afterwards, to wit, on the day of , and in the year last aforesaid, at Alexandria aforesaid, and within the jurisdiction of this court, promised to pay the plaintiffs the said last mentioned sum of seventy-seven thousand six hundred and ninety-six dollars and thirteen cents, when they should be thereunto requested. And also for this, that on the day of , in the year 1854, to wit, at Alexandria aforesaid, and within the jurisdiction of this court, the said plaintiffs and the said defendants accounted together of and concerning divers large sums of money before that time due and owing by the defendants to the plaintiffs, and, upon such accounting, the defendants were found indebted to the plaintiffs in the further sum of seventy-seven thousand six hundred and ninety-six dollars and thirteen cents. And being so indebted, the said defendants, in consideration thereof, afterwards, to wit, on the day of , in the year 1854, to wit, at Alexandria aforesaid, and within the jurisdiction of this court, promised to pay the plaintiffs the said last mentioned sum, when they should thereunto be requested. Nevertheless, the plaintiffs aver, that the said defendants not regarding their said several promises, but disregarding the same, they, and each of them, although often requested to do so, have not paid the said several sums of money, or either of them, or any part of either of them, but the same to pay have hitherto wholly neglected and refused, and still do refuse, to the damage of the plaintiffs one hundred thousand dollars; wherefore they bring suit.

PATTON & PATTON, *P. Q.*
And SMITH.

The following is a copy of the bill of particulars filed with the said declaration:

Messrs. S. S. Masters & Son, in account with F. Barreda & Brother.

1854.			
March 2	For	amount of Lucy Elizabeth's cargo of guano, due 5th July - - -	$24,108 64
28	"	amount of Giavour's cargo of guano, due 31st July - - - - -	17,094 34
May 3	"	amount of their draft on us for payment, supposed to be made to the captain of the Beatrice - - - - -	5,000 00
April 10	"	amount of Princess Alice's cargo of guano, due 13th August - - -	38,029 92
		amount paid protest for non-acceptance of their draft on Brown, Bro.'s & Co.	2 00

May	25	For amount of guano received by them in Alexandria, from the Beatrice, payable in cash, less 2 p. cent. discount, 878 14 0 3 tons, (in bulk,) $47 $\frac{50}{100}$ per ton - - - - - -		$41,738 31
June	10	" amount of guano received by them in Alexandria, from the Ailsa, payable in cash, less 2 p. ct. disc't, 154 6 3 25 tons, (in bulk,) $47 $\frac{50}{100}$ per ton -		7,331 56
	3	" amount paid two days demurrage to Beatrice on account of detention in discharging her cargo, occasioned by their non-fulfilment of their contract		180 00
	21	Paid to the captain of the Ailsa expenses owing to the same cause - - - -		10 00
		Amount carried forward - - -		$133,494 77
		Amount brought forward - - -		133,494 77

Cr.

Mar.	30	By cash directed by them to Giavour	$6,000 00	
April	10	Ditto ditto to Alice -	10,000 00	
	27	Ditto ditto to Beatrice	3,300 00	
	29	Ditto ditto to ditto	1,500 00	
May	2	Ditto ditto to ditto	4,200 00	
	3	By amount actually paid to the captain of the Beatrice for his declaration under oath - - -	2,690 00	
	4	By cash directed by them to Beatrice - - - - -	4,000 00	
June	28	By am't paid their note due to-day	8,000 00	
July	5	Ditto ditto	8,108 64	
	12	Ditto ditto	8,000 00	
				55,798 64
		E. and O. E.		
		Balance - - -		$77,696 13

Baltimore, *December* 14, 1854.

F. BARREDA & BROTHER.

Note.—The captain of the Beatrice mentioned at the time of settling the freight that Messrs. Masters, on being aware that he had stated to us what amount he had received when they drew on us for $5,000, paid to him the difference - - - $2,310 00

Also the captain of the Ailsa stated to have received - $500 00
These amounts must go to their credit when they may present the vouchers, reducing the balance due without interest - - - - - - - - - - - $74,886 13

E. E. to. F. BARREDA & BROTHER.

Whereupon, the defendants being summoned and not appearing, on the motion of the plaintiffs, by their attorneys, it is ordered, that judgment be entered for the damages which the plaintiffs have sustained by occasion of the defendants' non performance of the promises and assumptions on the declaration mentioned, unless the said defendants should appear and plead to issue at the then next rules.

At which day, to wit, at rules held as aforesaid, in the office of said court, on the first Monday in March, 1855, being the day of the month, the defendants still failing to appear and plead to the said declaration, it is ordered, that judgment be entered for the plaintiffs against the defendants for the damages which the plaintiffs have sustained by occasion of the defendants' non-performance of the promises and assumptions in the declaration mentioned, and the costs; which damages are to be inquired of by a jury at the next term.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern Virginia district, held at the United States court-room, in the city of Richmond, on Saturday, May 19th, 1855:

FREDERICK L. BARREDA & BROTHER, plaintiffs,
against
SOLOMON S. MASTERS & SON, defendants.
} In case.

On the motion of the plaintiffs, by their attorneys, leave is given them to amend their declaration at their costs, the cause retaining its place on the docket.

The following is a copy of the amendment to the plaintiffs' declaration as filed, to wit:

And also for this, that the said defendants, on the day of , in the year 1854, to wit, at the city of Alexandria aforesaid, and within the jurisdiction of this court, on consideration of a quantity of guano, at the special instance and request of the said defendants, before that time sold and delivered, then and there promised to pay the said plaintiffs therefor, on demand, so much money as the same was reasonably worth; and the said plaintiffs aver, that the said guano, at the time and place of delivery, was reasonably worth the sum of seventy-seven thousand six hundred and ninety-six dollars and thirteen cents, of which the said defendants then and there had notice.

NOTE.—"Count of quantam meruit" to be added after the count "on account stated," and before the word nevertheless in the conclusion.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held as aforesaid, on Tuesday, June 12th, 1855:

FREDERICK L. BARREDA & BROTHER, plaintiffs,
vs.
SOLOMON S. MASTERS & SON, defendants. } In case.

This day came the parties by their attorneys, and the defendants by their attorneys moved the court to continue this cause until the next term. Whereupon, for reasons appearing to the court, the said motion is continued until Thursday next.

The following is a copy of an affidavit filed by the defendants in support of their motion for a continuance.

The affiant expects to prove, by George L. Rogers, master, and George L. Cushing, supercargo of the Beatrice, that a considerable part of her cargo of guano (after the bill of lading had been endorsed by the plaintiff to the defendant, and a large portion of the cargo actually delivered,) was, by the order of the plaintiffs, wrongfully withheld from the defendants, and the quantity so withheld—that the part so withheld was taken possession of by the plaintiffs, and that this was done in a spirit of oppression, and disregard of the rights of the defendants, under circumstances that discovered a motive for the act other than that growing out of a bona-fide difference of instructions of the contract upon which the sale was made.

He expects to prove, by the said Rogers, that about the time of the difficulty between the plaintiffs and the defendants concerning the said cargo, he, the said Rogers, had a personal interview with the plaintiffs, touching the said difficulty, in which the true motive for the said act was discovered, as aforesaid. The affiant cannot undertake to specify minutely all of the facts that he expects to elicit from this witness bearing on the case, but he expects to show, by his evidence, that the plaintiffs were actuated, in the course pursued by them, by a motive of gain to themselves, and a malicious desire to injure the defendants. The affiant is advised, and believes, that the said Rogers is a competent and credible witness, and he believes that, if an opportunity is offered, his testimony can be obtained in time for the trial of the case at the next term of the court. The Rogers is a native of the United States; is part owner of the Beatrice, and resides in the city of Boston, where his family, in his absence, remains.

WM. K. MASTERS.

Sworn to in open court, this 14th day of June, 1855.

P. MAYO, *Clerk.*

And at another day, to wit, at the United States court for the 4th circuit and eastern district of Virginia, held as aforesaid, on Thursday, June 14th, 1855:

FREDERICK L. BARREDA & BROTHER, pl'f,
against
SOLOMON S. MASTERS & SON, def'ts. } In case.

This day came the parties by their attorneys, and the defendants filed the following pleas in writing, and they also filed with said pleas a list of set-offs, and a notice.

Defendants' pleas.

In the Circuit Court of the United States for the fourth circuit and eastern district of Virginia.

SOLOMON S. MASTERS and WILLIAM K. MASTERS, partners under the firm of S. S. Masters & Son, defendants,
ats.
FREDERICK L. BARREDA and PHILLIP BARREDA, partners under the firm of Barreda & Brother, plaintiffs.

And the said defendants, by their attorney, come and defend the wrong and injury, when, &c., and say that they did not undertake or promise in manner and form as the said plaintiffs have above thereof complained against them, and of this they put themselves upon the country, &c. And the said defendants, for a further plea in this behalf as to all of the said supposed premises and undertakings in the said declaration mentioned, except as to the sum of $\$26,124\frac{26}{100}$, parcel of the said several sums of money in the said declaration mentioned, say that they did not undertake or promise in manner and form as the said plaintiffs have above thereof complained against them, and of this they put themselves upon the country, &c. And as to the said sum of $\$26,124\frac{26}{100}$, parcel of the said sums of money in the said declaration mentioned as aforesaid, the said defendants say that the said plaintiffs ought not to have or maintain their aforesaid action thereof against them, because the said defendants say that the said plaintiffs, before and at the time of commencing this said action against the said defendants, were, and from thenceforth hitherto have been, and still are, indebted to the said defendants in a large sum of money, to wit, the sum of $\$114,537\frac{84}{100}$, for the work and labor, care, diligence and attendance of the said defendants and their servants, before that time done, performed, and bestowed in and about the business of the said plaintiffs, and for them and at their request; and for divers materials, and other necessary things by the said defendants before that time found and provided, and used and applied, in and about the said work and labor for the said plaintiffs at their like request; and also for divers goods, wares, and merchandises sold and delivered by the said defendants to the said plaintiffs at their like request; and for money by the said defendants lent and advanced to and paid, laid out and expended to and for the said plaintiffs at their like request; and for other money by the said plaintiffs before that time had and received to and for the said defendants; which said sum of money so due and owing from the said plaintiffs to the said defendants, as aforesaid, exceeds the damages sustained by the said plaintiffs by reason of the non-performance by the said defendants of the said premises and undertakings in the said declaration mentioned, and out of which said sum of money so due and owing from the said plaintiffs to the said defendants, the said defendants are

ready and willing, and hereby offer to set off and allow to the said plaintiffs the full amount of the said damages, according to the form of the statute in such case made and provided; and this the said defendants are ready to verify; wherefore the said defendants pray judgment if the said plaintiffs ought to have or maintain their aforesaid action thereof against them, the said defendants.

A. A. MORSON, *Att'y p. d.*

List of offsets, &c., filed with plea.

List of offsets, &c., in favor of S. S. Masters & Son against F. Barreda & Brother.

1834, March 30th.	Cash received by Barreda & Bro.	$6,000 00
April 10th.	" " "	10,000 00
" 27th.	" " "	3,300 00
" 29th.	" " "	1,500 00
May 2nd.	" " "	4,200 00
" 3rd.	paid for " "	2,690 00
" 4th.	received by "	4,000 00
June 28th.	" " "	8,000 00
July 5th.	" " "	8,108 64
" 12th.	" " "	8,000 00
	Cash paid for " "	2,310 00
Part of cargo of Beatrice, received by F. Barreda & Bro., say, about 207 tons, worth about $62 60 per ton, say		12,800 00
Part of cargo of Alsai, received by F. Barreda & Bro., say, about 665 tons, worth say about $62 60 per ton, say - - - - - - -		43,629 00
		$114,537 00

MASTERS *ads.* BARREDA. } *Copy notice filed with pleas.*

The defendants insist, that after the making of the contract for the guano, contained in the cargoes of the Ailsa and Beatrice, the price of guano rose in the market to fifty-five dollars per ton of two thousand pounds; and, had the plaintiffs performed their contract, the nett profits wdich the defendants would have made upon the guano, undelivered, would have been equal, at the least, to the sum of $10,000, and in the event of the plaintiffs being entitled to recover for the parts of those cargoes actually delivered, the defendants will claim to reduce the said recovery by the amount of the profits which, as above stated, they would have realized.

The defendants further insist, that by reason of the breach of the plaintiff's contracts they have been deprived of the benefit of the trade in guano, whereby they have been damnified to an amount equal to the value of the parts of the said cargoes actually delivered.

This notice is not to be construed as a waiver on the part of the defendants of their right to insist that by reason of the wilful breach of their contracts to deliver the entire cargoes of the said Ailsa and Beatrice, the said plaintiffs have disabled themselves from demanding and recovering of the defendants the value, or any part of the value, of the portions of the said cargoes actually delivered.

MORSON & SCOTT,
For defendants.

To which pleas the plaintiffs replied in writing, which replications are as follows, to wit:

As to the said plea of the defendants first above pleaded, whereof they have put themselves upon the country, the plaintiffs do likewise.

And as to the second plea of the defendants, the plaintiffs say that they ought not to be precluded from having and maintaining this action aforesaid, by reason of anything in said plea contained, because they say as to much of said plea of the defendants whereof they have put themselves on the country, the plaintiffs do likewise; and because as to so much of the said plea of said defendants as relates to the said sum of $26,124 26, and alleges that the plaintiffs were and are indebted to the defendants to an amount exceeding the said sum, the said plaintiffs say they were not, nor are, indebted to the said defendants in manner and form as they have above in their said last plea in that behalf alleged; and this the said plaintiffs pray may be inquired of by the country, and the said defendants in like manner put themselves upon the country.

Whereupon the motion of the defendants, made on Tuesday last, for the continuance of this cause, and which motion was continued until this day, was argued by counsel, and, on consideration thereof, the said motion was overruled by the court, and the cause continued until to-morrow morning at 11 o'clock.

And at another day, to wit, at a court of the United States for the 4th circuit and eastern district of Virginia, held at the United States court-room on Friday, the 15th day of June, 1855:

FREDERICK L. BARREDA & BRO., pl'ffs,
against
SOLOMON S. MASTERS & SON, def'ts.
} In case.

This day came the parties by their attorneys, and thereupon came a jury, to wit: Robert P. Richardson, Samuel M. Price, George W. Smith, William F. Butler, Wade W. Wooldridge, E. B. Bentley, William P. Mayo, Wm. Gray, Frederick Bransford, Wellington Godden, John A. Lancaster, and Daniel Trueheart; who being elected, tried, and sworn the truth to speak upon the issues joined, and having partly heard the evidence, by consent of the parties, and with the assent of the court, were adjourned until to-morrow morning at 11 o'clock.

And at another day, to wit, at a court of the United States for the 4th circuit and eastern district of Virginia, held at the court-room on Saturday, June 16th, 1855:

FREDERICK L. BARREDA & BROTHER, pl'ffs,
against
SOLOMON S. MASTERS & SON, def'ts. } In case.

This day came the parties by their attorneys, and the jury sworn in this cause on yesterday having fully heard the evidence, by consent of the parties, and with the assent of the court, were adjourned until Monday morning next at 11 o'clock.

And at another day, to wit, at a court of the United States for the 4th circuit and eastern district of Va., held at the court-room on Monday, June 18th, 1855:

FREDERICK L. BARREDA & BROTHER, pl'ffs,
against
SOLOMON S. MASTERS & SON, def'ts. } In case.

This day came the parties by their attorneys, and the jury sworn in this cause again appeared in court, according to their adjournment, and answered to their names; and by consent of the parties, and with the assent of the court, were adjourned until to-morrow morning at 11 o'clock.

And at another , to wit, at a court of the United States for the 4th circuit and eastern district of Virginia, on Tuesday, June 19th, 1855:

This day came the parties by their attorneys, and the jury sworn in this cause again appeared in court, according to their adjournment, and answered to their names; and by consent of the parties, and with the assent of the court, were adjourned until to-morrow morning at 11 o'clock.

And at another day, to wit, at a court of the United States for the 4th circuit and eastern district of Va., held at the United States court-room on Wednesday, June 20th, 1855:

FREDERICK L. BARREDA & BROTHER, pl'ffs,
against
SOLOMON S. MASTERS & SON, def'ts. } In case.

This day came the parties by their attorneys, and the jury sworn to try the issues in this cause again appeared in court, according to their adjournment, and answered to their names, and the cause being submitted to the jury, they upon their oath do say: "We of the jury find the issues joined for the plaintiffs, and assess their damages at seventy-four thousand six hundred and ninety-six dollars and thirteen cents, ($74,696 $\frac{13}{100}$,) with interest thereon, at the rate of six per centum per annum, from the 12th day of September, 1854, till paid."

And now, at this day, to wit, at a court of the United States for the 4th circuit and eastern district of Virginia, held at the United States court-room on Wednesday the 27th day of June, 1855, it being the day and year first herein written:

FREDERICK L. BARREDA & BROTHER, plaintiffs,
against
SOLOMON S. MASTERS & SON, defendants. } In case.

The jury sworn to try the issues in this cause having, on Wednesday last, found a verdict in favor of the plaintiffs for seventy-four thousand six hundred and ninety-six dollars and thirteen cents, ($74,696 13,) in damages, with interest thereon at the rate of six per centum per annum, from the 12th day of September, 1854, till paid: Now, therefore, it is considered by the court that the plaintiffs recover against the defendants the said sum of seventy-four thousand six hundred and ninety-six dollars and thirteen cents, with interest thereon, to be computed after the rate of six per centum per annum, from the 12th day of September, 1854, till payment, and their costs by them about their suit in this behalf expended.

Memorandum.—On the trial of this cause the defendants tendered their bill of exceptions to certain opinions of the court, which was received, signed, and sealed by the court, and ordered to be made a part of the record in this cause.

BARREDA & BRO.
vs. } *Bill of exceptions.*
MASTERS & SON.

On the trial of the issues in this cause the plaintiffs, to maintain the issues on their part joined, offered and gave evidence tending to show that they had sold and delivered to the defendants, at their request, at the times and at the prices, the respective quantities of guano charged in their bill of particulars, and as part of their said evidence read to the jury the paper writings following, referred to in this bill of exceptions, to wit:

No. 1.

We have sold to Messrs. S. S. Masters & Sons two cargoes of Peruvian guano, from vessels Lucy Elizabeth, three hundred and thirty-five tons, and Giaour, two hundred and seventy-one, both on their way from Peru. The said guano to be delivered in the port of Alexandria, Va., when the vessels may arrive. Messrs. Masters & Sons will act as our agents to receive the cargo and attend to the vessels, free of any charge, and to pay the value of the guano they may receive, at the price of $47 50 per ton in bulk, in notes payable in Baltimore 4 months after date.

Balt'e, 21st January, 1854.

F. BARREDA & BROTHER.

No. 2.—(Telegraph.)

BALTIMORE, 23 *Jan'y*, 1854.

Messrs. MASTERS & SON: Lucy Elizabeth arrived; ordered to your port.

F. BARREDA & BRO.

No. 3. BALTIMORE, *24th January*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

D'R SIRS: We advised you yesterday, per telegraph, the arrival of barque Lucy Elizabeth to H. Roads. We ordered her to your port and address, and now we enclose invoice sworn, bill of lading endorsed, charter-party, and receipt and account of advances for $1,076 25, which you will be pleased to deduct on settlement of her freight as per charter-party. You will value on us for your disbursements, and proceed in accordance to charter-party and our former instructions.

Very truly, yours,
F. BARREDA & BROTHER.

No. 4. ALEXANDRIA, VA., 24 *Jan'y*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: We thank you for your despatch of yesterday, acquainting us with the arrival of the Lucy Elizabeth.

Can you furnish us with 4 or 5,000 guano bags, and at what price?

Yours, truly,
S. S. MASTERS & SON.

No. 5. BALTIMORE, *26th January*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

D'R SIRS: Yours of yesterday has been received. We have advanced to capt'n of the Lucy Elizabeth, at Norfolk, $76 51, which must be deducted, in addition to the advance before mentioned, from her freight.

Yours, truly,
F. BARREDA & BROTHER.

We have no bags to furnish you.

No. 6. ALEXANDRIA, VA., 2 *Febr'y*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: The Lucy Elizabeth reached here yesterday. We have paid her captain $1,347 24, his receipt for which we now enclose, and we have valued on you for same amount, ($1,347 24,) favor Burke & Herbert, which please honor.

Yours, very truly,
S. S. MASTERS & SON.

No. 7. BALTIMORE, *Feb'y 3d*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria.*

GENT.: Your favor of yesterday has been received, and we have paid your draft for $1,347 24, per amount advanced to capt'n of the Lucy Elizabeth.

Yours, truly,
F. BARREDA & BROTHER.

No. 8. BALTIMORE, *Febr'y 8th*, 1854.

Messrs. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Bark "Giaour" arrived yesterday to the Roads, leaking, but the capt'n says he can go to any port inside of Cape Henry, and that the cargo is not damaged. We have ordered her to your place and address, and enclosed please find invoice sworn, bill of lading endorsed, and charter-party, as also memorandum of advances on account of freight for $253 29.

Truly yours,
F. BARREDA & BROTHER.

No. 9. ALEX., VA., 9 *Febr'y*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: Your favor of yesterday, covering papers relating to the bark Giaour's cargo, *have* been received, and shall have our usual attention. The Lucy Elizabeth is discharging with the usual despatch.

Yours, truly,
S. S. MASTERS & SON.

No. 10. BALTIMORE, *Febr'y 10th*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria.*

GENT.: Your favor of yesterday has been received, and contents noted. Please to bear in mind that the capt'n of the Giaour valued on us from Norfolk for $153 75, which amt. must be charged against the freight.

Yours, truly,
F. BARREDA & BROTHER.

No. 11. ALEXANDRIA, VA., 16 *Febr'y*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: Your favor of the 10th instant was duly received, and its contents noted. The Giaour has arrived, and will commence discharging when the weather will permit. The L. Elizabeth will be out in a few days more. What cargo can you offer us, sailed in Nov'br or early in Dec'br, something smaller than the one of 1,300 tons, if you please.

Yours, truly,
S. S. MASTERS & SON.

No. 12. BALTIMORE, *Feb'ry 17th*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Your favor of yesterday is at hand, and contents noted. We can offer you ship "Ailsa," 522 tons, sailed on the 17th Dec'r last.

Yours, truly,
F. BARREDA & BROTHER.

No. 13. ALEXANDRIA, VA., 18 *Febr'y*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: Your favor of yesterday, offering us the cargo guano pr. ship Ailsa, &c., is before us, which we now accept, and remain

Yours, truly,

S. S. MASTERS & SON.

No. 14. BALTIMORE, 18 *Febr'y*, 1854.

Messrs. S. S. MASTERS & SONS, *Alexandria.*

DR. SIRS: Your favor of yesterday with Capt'n Worwell's receipt is at hand, and your dft. for $2,000 on account freight "Giaour" paid.

Truly, yours,

p. p. F. BARREDA & BRO.

No. 15. BALTIMORE, *Febr'y* 22d, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria.*

DR. SIRS: We have just received favor of the 18th. The Princess Alice arrived yesterday to H. Roads, and was ordered to your port and address.

Please charge the Giaour with $00 48 for postage on letters.

Mr. Lyman of Boston has authorized Capt'n Crosby, of the Lucy Eliza, to settle with us the freight of the Lucy Elizabeth, which please have in mind.

The Ailsa will be sent to you on arrival.

Yours, truly,

F. BARREDA & BROTHER.

No. 16. BALTIMORE, *Febr'y 24th*, 1854.

Messrs. S. S. MASTERS & SONS, *Alexandria, Va.*

DR. SIRS: We wrote you yesterday advising the arrival to H. Roads of bark Princess Alice, and we now herewith enclose invoice of cargo, bill of lading, and charter-party, and also receipt of Capt'n Waterbury for advances. You will see that $5,082 92, as per annexed memorandum, must be deducted from her freight, as also our com'n, and 5 p. c. brokerage, belonging to Messrs. G. & A. Herring & Co. of London, with 5 sh. for charter stamp. The rate of freight of this ship is $14 50 pr. ton.

Capt'n Waterbury has been strongly recommended to us by his owner, and we request you to do your best on his favor, obliging so to

Your ob't servants,

F. BARREDA & BROTHER.

No. 17. BALTIMORE, *Febr'y 27th*, 1854.

Messrs. S. S. MASTERS & SONS, *Alexandria, Va.*

DR. SIRS: The capt'n of bark Princess Alice received at Norfolk

$72 61, which you will be pleased to put against her freight; and without further to add, we are—

Yours, truly,
F. BARREDA & BROTHER.

No. 18. ALEXANDRIA, VA., 28 *Febr'y*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: We have merely to own receipt of your favors 22d, 24th, and 27th inst., all duly at hand, and their contents shall be borne in mind. The Princess Alice not up yet. We expect to write you tomorrow, sending returns of the L. Elizabeth's cargo.

Yours, truly,
S. S. MASTERS & SON.

No. 19. ALEXANDRIA, VA., 2 *Mar.*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: We enclose you certificate of weight of the cargo guano pr. Lucy Elizabeth.

In sending us the documents relating to this cargo, you directed us to proceed in accordance with your former instructions, which, in regard to settlement with capts., were "not to pay the whole amt. of freights, but to send statement of advances, &c., that you might draw your accounts and instruct us to pay balances, sending us accompanying receipts for capts. signature, &c., as usual."

By your now sending us, however, ac. advances at Lima and Norfolk, we have thought you wished us to attend to the whole of this. If this is your wish, and your other customers do, of course we shall make no objection; but say if this settlement is in accordance with your usual one for a start.

Your ob't serv'ts,
S. S. MASTERS & SON.

No. 20. BALTIMORE, *March 3d*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Your favor of yesterday covering certificate of weight of the Lucy Elizabeth's cargo has been received, and accordingly we put to your debit $24,108 64 at 4 mts., as per annexed invoice. Your statement for the settlement of freight is correct, and you will be pleased to pay the balance, drawing on us and obtaining the capts. signature to the enclosed receipts. When we have confidence in the correctness and intelligence of a customer, we generally request from him to make by himself the settlement of freight according to ch. party, to avoid any delay to captains. This course we have been willing to follow with you, but if you have any objection whatever we will leave the matter as heretofore, as the short distance from this to your city will avoid any delay to captains. We return to you your memorandum for the settle-

ment, which you will be pleased to send us back, together with the receipts.

Yours, very truly,
F. BARREDA & BROTHER.

No. 21. ALEXANDRIA, VA., 6 *March*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: Your favor 3d instant (with enclosures) duly recd. and noted. You place $24,108 64, at 4 mos., to our debit for the cargo pr. L. Elizabeth, for which we now enclose our 3 notes, for $8,000, $8,108 64, and $8,000, due av'ge 2|5 July next; but is there not an error of $1 in the price charged us for the No. 2? thus, $43\frac{1}{2} : 550 :: 47\frac{1}{2} : 600 = \$41\frac{1}{2}$; the small difference can be settled after hearing from you, or in our next accounts.

We now see your good reason for our settling freights at times, and we will attend to this in future with pleasure.

The capt. of the L. E. is busy repairing ship some distance off, and has not yet been in to settle. We sent for him this morning, as we postponed writing you Saturday, thinking we should finish with him to-day; please return us his receipt, dated 2d Feb'y, for $1,347 24.

We have advanced the captain of the Giaour $3,000 to-day, for which amt. we have valued on you, favor Burke & Herbert.

Yours, truly,
S. S. MASTERS & SON.

P. S.—We have since advanced the capt. of the Princess Alice $4,000, for which amount we have also drawn, favor same parties.

S. S. M. & S.

No. 22. BALTIMORE, *March 6th*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Your favor of yesterday covering notes for $24,108 $\frac{64}{100}$, value of the Lucy Elizabeth's cargo, has been received. We mentioned to you verbally, that the value of guano No. 2 was to be $42 $\frac{50}{100}$, the same price as paid by all other customers; there is then no mistake in our acc. We have already paid your draft for $4,000, on acc. of Princess Alice's freight, and will do the same on presentation with the other one, for $3,000, on acc. of Giaour's.

We are obliged for your kindness, and remain,
Very truly, yours,
F. BARREDA & BROTHER.

Enclosed you will find the receipt of the L. E.'s captain for $1,347 $\frac{24}{100}$.

No. 23. ALEXANDRIA, VA., 7 *Mar.* 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: Referring to our respects of yesterday, we have now to advise that Capt. Crosby, of the Lucy Elizabeth, refuses to settle his

freight, as per enclosed account which you confirmed, and has parted with us, leaving your comm's and disct. unsettled; he says 5 per cent. deduction for water is enough. We said everything about the custom and charter that we could to save you trouble and words, but found there was no use in talking.

He will come over to see you.

We enclose you his receipt for $3,800.

$1,152 26, of which is yr. adv. at Lima and Norfolk.
$1,347 24, we drew on you for 2d Febr'y.
$1,300 00, we have now drawn on you, favor Burke & Herbert—please honor; you still owe him $5,269 03 by the acc't.

$3,800 00.

Yours, truly,
S. S. MASTERS & SON.

No. 24. ALEXANDRIA, VA., 9 *Mar.*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DEAR SIRS: We wrote you 7th inst., and now have to own your polite favor of the 6th, received yesterday.

This is the first time we have heard of the new price for No. 2 guano; you probably mentioned what you state to some others of your numerous customers, and thought when you wrote that you had done so to the writer also; your accompanying assurance however is satisfactory. As our purchases are likely to be pretty large this year, and we noticed some time ago that one of our mutual friends (H. W. Fry) had arranged with you to keep an interest account with him (at 6 pr. cent.,) and we, for the same reasons, prefer not to give notes. Further, as it is at times an advantage to have it in our power to make payments when the local exchange is most favorable, we will be obliged if you will allow us also this accommodation, giving us an average credit of 4 months on these other cargoes. We should not calculate to make the account at all complicated, as we would only wish to remit round and respectable amounts. Hoping this will be agreeable to you, we remain,

Yours, very truly,
S. S. MASTERS & SON.

No. 25. BALTIMORE, *March 9th*, 1854.

Messrs. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Your favor of yesterday has been received, and we have paid your draft for $1,300 on account of L. E.'s freight.

Ship Sirocco sailed from the Islands about the same time with the Ailsa, and in consequence, as the former has arrived two days ago, it would not be improbable that the Ailsa may also arrive in a few days; if you are afraid of having too much guano on hand, we can accommodate you, cancelling your purchase of the said cargo.

Yours, very truly,
F. BARREDA & BROTHER.

No. 26. BALTIMORE, *March 10th*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Your favor of yesterday has been received. We have no *inconvenient* to keep an interest account with you at 6 per cent., to facilitate your payments, provided that you will never exceed an average time of four months for the payment of each cargo, and that the balance in account against you will always be under "forty thousand dollars," being this the largest credit we use to allow.

Your remittances must be in bank checks or drafts on Baltimore, Philadelphia, or New York, payable not over 20 days after sight, being understood that we will not credit them to your account until we receive the money at our bank, and also that the amount of each draft will not be under $1,000.

Very truly, yours,

F. BARREDA & BROTHER.

No. 27. ALEXANDRIA, VA., 11*th March*, 1854.

Messrs. F. BARREDA & BRO., *Baltimore.*

DR. SIRS: Your favors of 9th and 10th are before us; the former has been to the South, missent.

In regard to the Ailsa's cargo, we rented a store a few days ago on purpose for said cargo; this, with some improvement in the demand for guano, modifies our reply to your considerate offer to release us from said purchase, knowing, as you probably did from Mr. Barrel, that the demand had been light up to his visit here, which we thankfully acknowledge.

Should you have any particular use for said cargo, however, such as wishing to supply some customer who may be disappointed at some cargo purchased failing to arrive at a time which he has calculated on, with a full recollection of your kindness on a former occasion, in endeavoring to do us a similar favor (getting a vessel from Mr. Coyle for us) when we had been repeatedly disappointed, we will not mind losing some of the store-rent, that you may carry out any wish you may have of the sort; and you can take this cargo, if you will assure us one of about the same size and on the same (or better) terms as our purchases of 21st January last, next month, or we will say in all the month of April, as you may not have many nearly due of the size to suit.

Mr. Fowle seems to think guano will be lower in a month or two, and this makes us appreciate your offer the more.

Your acceptance of our proposition, made with the view of our not having to pay the whole value of our purchases in notes, &c., is also duly appreciated, and we note the conditions regarding the open account.

Very truly, yours,

S. S. MASTERS & SON.

We have written fully, as the writer has been disappointed at not being able to make you a call in going north this week. We wanted to

see you, as Messrs. Fowle have by acts unmistakable shown their expectation of a decline in guano ere long, though we understood you in January to say, there was no chance of that for 2 or 3 years, which, as you will perceive by the foregoing, we regard much more.

No. 28. BALTIMORE, *March 13th*, 1854.

Messrs. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Your favor of yesterday (11) has been received. We have no particular use for the Ailsa's cargo, but as you had received three cargoes at about the same time, and Barril wrote us that the demand was light, we thought that perhaps it would be convenient for you to get free of that engagement.

With regard to the price of guano, the probability is that it will advance still more in proportion to the raise in the rates of freight, and for the purpose we have full instructions from our government. We don't know on what grounds Mr. Fowle predicts a decline in it; perhaps he is better acquainted than us with the views of our government. However, should you be willing to leave with us that cargo, we are ready to agree to it, but don't know now if we would be able to give you a cargo in May, as our sales have been and are very large—will write to you to-morrow, if we can.

We are much obliged for your very friendly offer, and wish you to be sure that we are and will be always disposed to reciprocate you in the same way. Yours, very truly,

F. BARREDA & BROTHER.

No. 29. ALEXANDRIA, VA., 13*th March*, 1854.

Messrs. F. BARREDA & BRO., *Baltimore.*

DR. SIRS: Since writing you on Saturday, we have noticed a mistake in our letter of that date, which, if it did not occur to you as such, has doubtless rendered our meaning unintelligible, or our offer rather a half-way kind of one, and we have corrected the same by telegraph, saying—Our letter should read "next month, or we will say in all the month of May," (as you may not have many nearly due of the size to suit.) Yours, very truly,

S. S. MASTERS & SON.

No. 30. ALEXANDRIA, VA., 17*th March*, 1854.

Messrs. F. BARREDA & BRO., *Baltimore.*

DR. SIRS: Please accept our thanks for your kind favor of the 13th instant; we observe you did not then know if you could give us a cargo later, but would write us again if you could; you have doubtless your west coast mail since, which may determine the point. As your offer was for our good, and you give us faith in guano, we prefer not to part with the Ailsa's cargo, without one in her stead. Again thanking you for your friendly assurance, we remain,

Yours, very truly,

S. S. MASTERS & SON.

We expect to send you to-morrow the returns of the Giaour. What are the "unforeseen impediments" embraced in the ch. parties? The captain of the P. Alice will make a point with us in regard to the freight of $15 or 14½. We expect to have to refer him to you; he says he can prove unforeseen impediments.

No. 31. BALTIMORE, *March 18th*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Your favor of yesterday is at hand; we will settle with the P. Alice here, if agreeable to the captain; and for the purpose you will be pleased to return to us the papers we sent to you—ch. party, receipts, &c. We are so crowded to-day with some pressing business, that you will excuse us for not giving any reply with regard to the vessels we are awaiting.

Yours, truly,
F. BARREDA & BROTHER.

No. 32. ALEXANDRIA, VA., *28th March*, 1854.

Messrs. F. BARREDA & BRO., *Baltimore.*

DR. SIRS: Your last favor of the 18th was received in due course, and we note its contents. Captain Waterbury of the P. A. showed us your letter to him, and prefers settling here, if agreeable to you. With regard to the other matter you can let us hear at your leisure; the Ailsa has not been as quick as some others.

The certificate of the weight of the Giaour's cargo will be enclosed in this, (now gone to the C. C. for affidavit;) also a payment on account said cargo, $6,000 to your debit.

As there is a new item brought into the enclosed account with the captain of the G., please say if it is correct, and oblige,

Yours, very truly,
S. S. MASTERS & SON.

No. 33. BALTO., *29th March*, 1854.

Messrs. S. S. MASTERS & SONS, *Alexandria, Va.*

DR. SIRS: Please to send us at your earliest convenience weigher's certificate for the Giaour's cargo, which you have received some days ago. Also settlement of freight, if you have made it, as we have heard nothing from the captain.

Yours, truly,
F. BARREDA & BROTHER.

No. 34. (Duplicate.) ALEXANDRIA, 28 *March*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: Your last favor of the 18th was received in due course, and we note its contents. Capt. Waterbury of the P. A. showed us your letter to him, and prefers settling here if agreeable to you. With regard to the other matter, you can let us hear at your leisure. The

Ailsa has not been as quick as some others. The certificate of the weight of the Giaour's cargo will be enclosed in this, (now gone to the C. C., for affidavit;) also a payment on acc. said cargo, $6,000 to your debit.

As there is a new item brought in the enclosed acct. with the capt. of the G., please say if it is correct, and oblige,

Yours, very truly,

(Signed) S. S. MASTERS & SON.

ALEXANDRIA, 30 *Mar.*, 1854.

DEAR SIRS: To-day on receipt of your favor of the 29th, we telegraphed to know if you had yet received our letter of 28th, and all the Giaour's papers; above is duplicate of our respects of that date, to which we refer you.

The Ailsa cannot now reach here too soon for us, and we prefer not relinquishing our purchase of said cargo, as it will make no difference to you, but probably save you some writing. We are equally obliged as if the exchange had been effected. We believe we are selling by considerable the bulk of the guano applied for here, (we wish it was at a better profit,) and find the demand good. From present prospects, we shall want a cargo each ensuing month; with your present unprecedently large importations, we suppose we can make our calculations to get this supply from you without having to look very far ahead.

Yours, very truly,

S. S. MASTERS & SON.

P. S.—Yr. despatch rec'd; the storm delays tel'g.

No. 35. (Telegraph.) BALTO. *March* 30.

Messrs. S. S. MASTERS & SON.

Came to hand just now.

F. BARREDA & BROTHER.

No. 36. BALTO., 30*th March*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Yours of 28th, covering weigher's certificate of the Giaour's cargo, has been received. We put to your credit six thousand dollars, value of drafts therein enclosed.

Your freight acc. is correct, and enclosed please find receipt for captain's signature for the amount of freight. We have left in blank the date, *let* you may fill it with that on which the cargo was discharged. You can value on us for the $312 93, balance to be paid to the captain, and send us back the receipts with that amount of freight. You can settle with the Princess Alice, and send us the documents if agreeable to the captain. For the present, we have no cargo of guano to offer you in the time you mention. The delay in the Ailsa's arrival saves you the inconvenience that we were willing to avoid.

Yours, very truly,

F. BARREDA & BROTHER.

No. 37. ALEXA., VA., 31 *Mar.*, 1854.

Messrs. F. BARREDA & BROTHER.

DR. SIRS: Yours of the 30th is at hand, and we enclose you acc. Giaour's freight and capt's receipt dated 27th; the G. was not discharged until late that day; some days immediately previous were lost in consequence of weather, and of the officer left in charge by the capt. (who had gone to N. York for a few days) becoming deranged, (crazy;) and the state the cargo was in demanded the capt. should supervise.

We have drawn on you, favor Burke & Herbert, for

$316 18,
312 93, bal. pd. capt. of the Giaour.
3 25, cost certif. fees, for L. Elizabeth and Giaour.

We have come to the same conclusion in regard to the Ailsa, as pr. our respects of yesterday.

Yours, very truly,
S. S. MASTERS & SON.

No. 38. ALEXANDRIA, VA., 3 *Ap'l*, 1854.

Messrs. F. BARREDA & BRO.

DR. SIRS: Your favor of 1st inst., is at hand, and noted.

Referring to our respects of 30th ulto., we now write to request you to inform us what cargo you can offer us, sailed in February, of moderate size.

Yours, very truly,
S. S. MASTERS & SON.

No. 39. ALEXANDRIA, VA., 5 *April*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: Nothing from you to-day; wanting another cargo guano, we wrote you 3d inst. to know what one you could offer us sailed in February, as, by the closing remarks of your letter of 30th ulto., we concluded that you had none to offer us which sailed earlier. If you can't meet us in this, please say what you can do for us; we suppose we must give way some, as to time of arrival and size.

Yours, very truly,
S. S. MASTERS & SON.

No. 40. BALTO., 5 *April*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Yours of the 3d inst. is at hand; for the present, we cannot offer you any cargo that might arrive after next month; but will bear in mind your application, and let you know when the time comes for it.

Yours, very truly,
F. BARREDA & BROTHER.

No. 41. ALEXANDRIA, VA., 7 *April*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: Yours of 5th inst. advising that you "cannot offer us any cargo guano to arrive after next month" was duly received.

Please inform us what cargoes you can offer us that will be due late next month; we only want one, but would like to suit ourselves as well as we can as to size, &c., by a choice.

Yours, very truly,
S. S. MASTERS & SON.

No. 42. BALTO., 8*th April*, 1854.

Mess. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Your favor of yesterday is at hand; we have the following vessels sailed in Febr'y: Ambassadress, 792 tons; Peri, 660; May Flower, 720; Ocean Spray, 1,089; Storm King, 1,300; Beatrice, 777; all sailed from the 12th to the 27th. You can make your choice, and let us know, being understood that if the vessel you may select does not arrive in May or before, this sale will be void.

Yours, truly,
F. BARREDA & BROTHER.

No. 43. ALEXANDRIA, VA., 10 *April*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: We wrote you 5th and 7 inst., and now enclose weigher's certificate of the weight of the cargo pr. Princess Alice, also account of the freight by that vessel, and Capt'n Waterbury's receipt in dup. for its amt., $12,009 44, the balance (shown, $5,582 46, $4,000 drawn 6 ulto.)

$1,582 46, now drawn for, please credit us and d'fts.
2,500 00, C. Howard and yr. good selves.
3,644 30, Burke & Herbert on Medcalfe, S. & Co.
2,271 62, bank of Balto.
1 62, court fees, &c., on cert'f.

$10,000 00, on account this cargo to yr. debit.

We have your letter of 23d ulto. to Capt. Waterbury. Judging from the passages made by the other vessels which sailed about the same time with the Ailsa, and anything else you may know, do you think the A. will soon make her appearance. We have almost given up seeing her, believing the passages so far have averaged under 100 days.

Yours, very truly,
S. S. MASTERS & SON.

No. 44. BALTO., 11*th April*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Yours of yesterday, with enclosures, is at hand; we have put to your credit $10,000 for value of drafts therein enclosed, and

have also charged to your ac. $38,029 92, at 4 mts. from 10th inst., for value of the Princess Alice's cargo, as per annexed invoice. The Ailsa is a full ship, and we hope to hear from her in a few days. Some of the vessels sailed at the same time have just arrived, and others are yet expected.

Yours, very truly,
F. BARREDA & BROTHER.

No. 45. ALEXANDRIA, VA., 12 *April*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: Your favors of the 8th and 11th are both to hand, and noted.

Of the cargoes of guano you offer to sell us, we accept that of the "Storm King," which sailed from Callao, we judge, about or after the middle of January last, with the understanding, that if the said vessel does not arrive at Hampton Roads on or before the 31st day of May next, this purchase will be void.

If you know, please inform us if this is a N. Y. or Boston ship.

Yours, very truly,
S. S. MASTERS & SON.

No. 46. BALTO., 13*th April*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria.*

DR. SIRS: Your favor of yesterday is rec'd; ship Storm King was reported yesterday from H. Roads, and ordered to N. York. We have also sold some of the cargoes mentioned in our letter of 8th inst.

The Storm King is a Boston ship.

Yours, very truly,
F. BARREDA & BROTHER.

No. 47. ALEXANDRIA, VA., 17 *April*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: Understanding, soon afterwards, that the Storm King had been ordered here, and, consequently, expecting to hear again from you, (in the absence of the writer for a few days,) has prevented our writing you since the receipt of your favor of 13th inst., advising "the S. K. was reported yesterday (12th) from H. Roads, and ordered to N. York."

We telg'd you this morning, and have since your answer; until now we did not know but that you had sent new orders to the S. K., after hearing from us, before she left the Roads, and that some letter from you was missing. We have since telg'd to know if the Ocean Spray is in, or disposed of. If she is out of our reach, please place any one of the vessels to us (which may be unappropriated) named in yours of the 8th, and advise us thereof.

If we could have our choice after the O. S., we would prefer the Ambassadress. Yours, truly,
S. S. MASTERS & SON.

No. 48.—(Telegraph.)

BALTIMORE, *April* 17.

Messrs. MASTERS & SON.

Ship Storm King was ordered to New York on the twelfth instant.

F. BARREDA & BRO.

No. 49.—(Telegraph.)

BALTIMORE, *April* 18.

Messrs. MASTERS & SON.

Ambassadress is sold. Will send you the Beatrice. Reply immediately.

F. BARREDA & BRO.

No. 50.—(Telegraph.)

ALEXANDRIA, *April* 18, 1854.

F. BARREDA & BRO.

Your despatch of this date is received. We will take the Beatrice cargo. We have no mail to-day.

S. S. MASTERS & SON.

No. 51. BALTIMORE, 18*th April*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria.*

DR. SIRS: Your favor of yesterday is at hand, and also your telegraph message of this day.

Ship Beatrice will be ordered to you on arrival, provided she arrives before the end of May next.

Yours, truly,

F. BARREDA & BROTHER.

No. 52.—(Telegraph.)

BALTIMORE, *April* 24.

Messrs. S. S. MASTERS & SON.

Ship Beatrice arrived and ordered to you.

F. BARREDA & BRO.

No. 53. BALTIMORE, 24*th April*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

GENT.: We telegraphed you this morning advising the arrival of ship Beatrice to H. Roads, which was ordered to you. Enclosed please find her B. L. and sworn invoice for the cargo. You can pay her any amount not exceeding $5,000, and send us the weigher's certificate, when she is discharged, to settle her account.

Yours, truly,

F. BARREDA & BROTHER.

Will you take the Ailsa if she arrives now?

No. 54. ALEXANDRIA, VA., *25th April*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: Your favor of yesterday, with enclosures, is at hand and contents noted.

Please send us the Ailsa if she comes, as heretofore concluded on, and as the Beatrice is much smaller than the Storm King, we want still another cargo to be here by the time the B. can be discharged. Please date this application when we thought we had the S. K., if it will help our cause.

We notice our neighbor of whom we were talking last week, having paid you a subsequent visit, has some already on the way up. As you know, when people can't count on getting guano at the very time they would prefer it, they think it safer to take it sooner. We hope to remit you something to-morrow.

Yours, very truly,
S. S. MASTERS & SON.

No. 55. ALEXANDRIA, VA., *26th April*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: We had this pleasure yesterday, and now enclose you a remittance as per memo. at foot, which please place to our credit, (as the drafts mature,) on account the Beatrice's cargo. Local exchange has been unusually against us all this month; to-day we could not buy at 1¼ per cent. premium.

Yours, very truly,
S. S. MASTERS & SON.

$3,300, two drafts, cash.
1,500, draft due 29th April, 2d|st., (without grace.)
4,200, draft due 2d May, 2d|st.

$9,000.

No. 56. BALTO., *27th April*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Your favor of yesterday is at hand, and we have put to your credit $3,300 for value of your drafts at sight on N. York and Balto.

Messrs. Brown, Bro. & Co. decline to accept your drafts for $5,700, due on the 29th instant and 2d May. We have directed one of our notaries to note their protest for acceptance, and will do the same when they become due.

Yours, truly,
BARREDA & BROTHER.

No. 57. BALTO., *29th April*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria.*

DR. SIRS: Your favor of yesterday has been received.

Messrs. Brown, Brothers & Co. have this day paid your draft for

$1,500, which has been put to your credit. We charge you with $1 for protest of acceptance on the said draft.

Yours, truly,

F. BARREDA & BROTHER.

No. 58. ALEXANDRIA, VA., *2d May*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: Your favor 29th ultimo was duly received.

The ship Beatrice has arrived, and we have drawn on you, favor Burke & Herbert, for $5,000, amount advance to her captain on account freight, which please honor.

Yours, truly,

S. S. MASTERS & SON.

No. 59. BALTO., *3d May*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Your favor of yesterday is at hand. We have paid your draft for $5,000, on account of the Beatrice's freight, and have collected yours on Messrs. Brown, Brothers & Co., for $4,200, which has been put to your credit, deducting $1 paid for noting protest of non-acceptance.

Yours, truly,

F. BARREDA & BROTHER.

No. 60. ALEXANDRIA, VA., *3d May*, 1854.

Messrs. F. BARREDA & BRO., *Balto.*

DR. SIRS: We enclose you our sight draft on Brown, B. & Co. for $4,000, which amount please also credit us on account the Beatrice's cargo.

We also enclose copy of our letter of 25th ultimo, as we do not know of your having received it.

Yours, truly,

S. S. MASTERS & SON.

No. 61. BALTO., *4th May*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Your favor of yesterday has been received, and we have put to your credit $4,000 for your draft collected this day. We have no cargo of guano to sell you for the present.

Yours, truly,

F. BARREDA & BROTHER.

No. 62. BALTO., *8th May*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

GENT.: Bark "Ailsa" arrived last Saturday to H. Roads, and was ordered to Alexandria to your address. We now enclose sworn invoice and B. lading, endorsed to you. You can pay to the captain

any amount he may ask from you on account of freight, not exceeding $3,000, and will send us certificate of weights so soon as she may be discharged.

Hoping that you will hurry the discharging of both the Beatrice and Ailsa, we remain,

Yours, truly,
F. BARREDA & BROTHER.

A copy of the protest of Capt'n Moyse (a simple one) is wanted.

No. 63. BALTO., 12th *May*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria*.

DR. SIRS: Looking over your account, we find that $79,232 90 have been put to your debit for value of the three cargoes heretofore received by you, and that you have made remittances only for $29,000, remaining so a balance against you for $50,232, 90; as our limit in your acc. is fixed to $40,000, you will much oblige us for sending the $10,232 90 of excess, to

Yours, truly,
F. BARREDA & BROTHER.

Of course the value of the Beatrice's and Ailsa's cargo must be paid cash, 2 p. c. off.

No. 64. ALEXANDRIA, VA., 13 *May*, 1854.

Messrs. F. BARREDA & BRO., *Balto*.

DR. SIRS: Your favors 8th and 12th inst. came duly to hand, and we note their contents. We can in no other way account for the unexpected tenor of the latter, than by supposing that some interested party must have attempted to shake us in our standing with you. We know the effect the prospect of unexpected loss has on the mind, but you need not be uneasy, for you can probably learn from the same parties that we have never bought anything that we did not feel sure we could pay for, and agreeably to the terms of purchase.

On the 9th March last, we had purchased of you 4 cargoes guano, about 2,500 tons, or $120,000 worth, at 4 months—no other terms mentioned, (and to this moment we have never heard of any other;) 3 of the said cargoes were received, and being received, and the fourth was daily expected. On the above named date, we asked you to allow us to keep an interest or open account with you, as we did not like to pay the whole value of our purchases in notes; to this you had no objection, to the value of $40,000; the balance, as we had to infer, we must settle for agreeably to the original terms of purchase. As money was worth twice 6 pr. cent., it would have been absurd for us to make or entertain any proposition (with the view to our accommodation or convenience) that would oblige us to pay $50,000 more away at that rate, (6 p. c.) than there was any need of. If this interest or open account is likely to give any trouble, or lead to any misunderstanding, we will banish all idea of it at once, and go on settling for the guano, exactly

according to the terms of our purchases; but the point (which we suppose must have been prevalent in your mind when you wrote) settled, we can certainly go on smoothly together, and, as we don't like to do business except where equal confidence is felt on both sides, we now assure you that we are in a position to secure you for our indebtedness, which will be duly paid up.

The Ailsa is up, in the stream.

Yours, truly,

S. S. MASTERS & SON.

No. 65. BALTO., 15*th May*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

DR. SIRS: Yours of the 13th inst. has been received. When we first went into business with you, we mentioned to you that our limit for credit was $25,000; we making to you the sales of three or four or twenty cargoes, our impression would have been as was in that case, that we were to accept your paper for $25,000, and the balance that you might owe in satisfactory paper, with your endorsement. Certainly you could never have expected us to accept your notes for such an amount as that of our sales; though your responsibility may be superior to it. Afterwards when you proposed to open an e. ac. with interest to facilitate your payments, we agreed to it, provided that you would never "exceed an average time of 4 ms. for the payment of each cargo, and that the balance in account against you will always be 'under forty thousand dollars,' being this the largest credit we use to allow." This we stated to you on the 10th of March, and had you not accepted this terms as you did, we would not have received your notes for the Giaour's and P. Alice's cargoes. You also understood in the same way our conditions, and took good care of making us remittance for $6,000, together with the return for the Giaour's cargo, to keep yourselves within the limits of your credit with us. It is then of no use talking about what other parties may have attempted, to shake you in your standing with us, because this standing is just the same as it was on the 9th March; and also, because we are not easy to be influenced by any party in the course of our business, which we have always managed without advisers of any kind.

You then can easily perceive that we will feel uneasy whenever the balance against you exceeds of $40,000, and that of course we will enforce our right to bring it down within the limit established for our transactions.

Expecting your early reply, we remain,

Yours, truly,

F. BARREDA & BROTHER.

No. 66. WASHINGTON, 22*d May*, 1854.

Messrs. S. S. MASTERS & SON, *Alexandria, Va.*

GENTLEMEN: Referring you to the conversations we have already had touching the demands of the Messrs. Barreda upon you, and not

in any degree waiving their rights, I am, nevertheless, desirous, if possible, to be the medium of an amicable settlement between you, which, with a proper spirit on both sides, it seems to me may be brought about. You will understand that what I am about to suggest is presented with a view to a compromise which I have no hesitation in undertaking to bring about, if you are inclined to agree; and as no measures have been taken by you to enforce your pretensions to-day, I feel less hesitation in suggesting it.

From the general scope of my instructions from the Messrs. Barreda, I feel no difficulty in suggesting either of the following propositions, which I will undertake to have ratified by them, if acceded to by you, viz.: That you will deliver to me all the guano received by you from the Beatrice and Ailsa, and such proportion of the Princess Alice cargo as may be necessary to cover the $\$10{,}244\frac{90}{100}$ of excess in your account; or to settle their values in cash less 2 per cent., or give satisfactory paper with your endorsement, payable in New York or Baltimore, at four months from this day.

I will be obliged by your prompt reply, in the same friendly spirit, as in the event of neither of these propositions meeting your views, there will be no alternative but immediate legal proceedings.

Very truly, yours,

FITZHUGH COYLE.

And further gave evidence to show, that the defendants continued to discharge the said ships Beatrice and Ailsa up to the 17th May, when they were required by an agent of the plaintiffs to settle their account with them, and either to return the guano received by them to an amount which would reduce the balance against them to $40,000, or to pay for such excess, including the cargoes of the said ships Beatrice and Ailsa, in cash, 2 per cent. off, or to secure the same by satisfactory paper, and they refused; and further, that on the 19th May, the said agent of the said plaintiffs, being thereto required by plaintiffs, submitted to the defendants the same propositions in substance, and they again refused; whereupon, on the said 19th May, 1854, the plaintiffs arrested the further delivery of the guano, and took possession themselves of so much as remained on board the said ships.

The plaintiffs further gave evidence, as follows, and also by a competent witness, to show that late in the month of September, 1854, the defendants stated they had on hand about 400 tons of the said guano, and it had been fortunate for them that they had not received the whole cargoes of the ships Beatrice and Ailsa, as it would have greatly embarrassed them; and also the agreement of counsel marked B, as follows: "It is agreed that each party shall produce every letter called for by the other, whether included in the notices or not, and in lieu thereof, that the copies in the letter-book of the respective parties, or such other evidence of authentic copies as may be produced.

"2d. It is agreed, that the plaintiffs took possession of the ships Beatrice and Ailsa, respectively, before the cargoes of either had been fully

discharged; that the defendants demanded the delivery of the whole cargo of each, and the same was refused by plaintiffs after the said possession had been taken; and that the certificates of the respective weighers numbered 1, 2, 3, 4, may be admitted to show what amount of the respective cargoes was received by plaintiffs and defendants, respectively.

"3d. It is further admitted and agreed, that after the 20th day of May, the price of guano was raised by plaintiffs to $55 per ton, and he had a monopoly. It is further admitted, that the bill of particulars filed with the declaration states correctly the quantity of guano delivered by the plaintiffs to the defendants, and that the quantity of the cargo of the Beatrice, which the plaintiffs withheld from the defendants, was about two hundred and fourteen tons, and that the Ailsa was six hundred and sixty-five and a half tons."

And thereupon, the defendants read in evidence the paper writings following, which were admitted to have been executed and read as thereby appears, to wit:

C.

Messrs. S. S. Masters & Son, of Alexandria, Va.,
To F. Barreda & Brother.

For a cargo of guano, deliv'd them this day, ex. "Lucy Elizabeth," at Alexandria, Va., as follows:

485 2 1 4 tons, No. 1, (in bulk,) *a* $47 50 - - -		$23,042 93
25 1 2 1 tons, No. 2, (in bulk,) *a* 42 50 - - -		1,065 71
Four months from 2d March - - - - -		$24,108 64

Baltimore, March 3d, 1854.

D.

Messrs. S. S. Masters & Son, to F. Barreda & Brother.

1854, March 27. For cargo of guano, ex. British bark Giaour, delivered in Alexandria to-day, viz.:

245 10 3 3 tons, No. 1, in bulk, *a* $47 50 - - -	$11,663 09
121 14 3 1 tons, No. 2, in bulk, *a* 42 50 - - -	5,173 86
6 17 1 2 tons, No. 3, in bulk, *a* 37 50 - - -	257 39
374 2 3 6 tons, *a* 4 months' credit - - - -	$17,094 34

E. and O. E. F. BARREDA & BROTHER.

E.

Messrs. S. S. Masters & Son, to F. Barreda & Brother.

1854, April 10. For cargo of guano, ex. British bark Princess Alice, at Alexandria:

800 12 2 11 tons, in bulk, *a* $47 50 - - - -	$38,029 92
Freight on, on 4 months' credit.	

Cr.

April 10. By cash - - - - - - - - $10,000 00

Due 27th September, 1854 - - $28,029 92

E. E.

Baltimore, September 27, 1854.

F. BARREDA & BROTHER.

F.—Bill of lading of April 24, 1854, from Barreda & Bro. to Masters & Son.

G.—Bill of lading of May 8, 1854, from Barreda & Bro. to Masters & Son.

And read in evidence, by consent, the following paper writing:

H.

Richmond, *June* 15, '55.

I hereby certify, that the price of guano in Alexandria was $55 pr. ton of 2,000 lbs., from the 21st May, 1854, to the 15th June of same year, all the sales by my house being at that price; and so far as I have been enabled to ascertain of sales of guano in Alexandria during the same period by other houses, the average as to price was about the same as stated above.

DAVID HUME.

And thereupon the plaintiffs prayed the court to instruct the jury, as follows: "If, from the whole evidence aforesaid, the jury shall find that the said letters dated respectively the 9th, 10th, and 11th of March, 1854, were written as they purport to have been by the said parties respectively, and received in due course of mail by the parties to whom they were addressed, then the court instructs the jury, that those papers contain the contract between the parties in this cause, by which their dealings in regard to the guano, (except the cargo of the Lucy Elizabeth,) purchased by the defendants from the plaintiffs, is to be governed, and, by the terms of that contract, the plaintiffs were bound to give the defendants an average of credit of four months, to an amount not exceeding $40,000, including the cargo of the Lucy Elizabeth in the aggregate, and any excess over the said sum of $40,000 was to be settled for in cash, $\frac{5}{100}$ off, on delivery; and if they shall further find, in point of fact, that the guano charged for in said account was sold and delivered by the plaintiffs to the defendants at the times, to the amounts, and at the prices therein charged, and while the cargoes of the Beatrice and Ailsa were in progress of delivery, to wit, on the 12th May, 1854, the amount so as aforesaid sold and delivered by the plaintiffs exceeded the sum of $40,000; that the plaintiffs demanded of the defendants a re-delivery of the said excess, or payment therefor in cash $\frac{5}{100}$ off, and the defendants refused to do either; the plaintiffs had a legal right to refuse to deliver any further amount; and, if they hereafter did not bring this suit until more than four months had

elapsed, after the last delivery of said guano in said account named, then the plaintiffs have a right to recover in this action the balance which the jury may find to be justly due thereon by the defendants to the plaintiffs."

And the defendants, on their part, prayed the court to instruct the jury as follows: "That, upon the evidence introduced, the sale of the cargoes of the Beatrice and the Ailsa was each a sale of the entire cargo of each of said vessels, upon a credit of 4 months; and that, after the delivery and transfer of the bills of lading of said cargoes by the pltfs. to the defts., and the despatch of the said vessels by the plfs. to the defts., and the actual delivery by the masters of the said vessels, under the directions of the said pltfs. to the said defts., of portions of said cargoes, the conduct of the plfs. in causing the masters of the said vessels to withhold from the defts. the remaining portions of said cargoes respectively, and to appropriate the same otherwise, agreeably to the pltfs. directions, was a violation of the contract between the pltfs. and dfts. in regard to said cargoes, which, in respect to each of them, disables the pltfs. in this action to recover from the defts. for those portions of the said cargoes respectively which were received by the said dfts.; and the jury should find their verdict accordingly in favor of the dfts., so far as relates to the portions of the said cargoes so received by the said dfts.

"And furthermore, as to the payments made in advance on account of the cargo of the Beatrice, by the dfts. to the pltfs., such withholding of a portion of that cargo entitles the defts. to have those payts. credited to them against the amount due by them on acc. of the cargoes of the Giaour and Princess Alice."

But the court refused to give either of the said instructions as prayed, and did instruct the jury as follows:

"1. Under the contract made by the letters of the 9, 10, and 11th of March, the amount for the cargo of the Lucy Elizabeth, and for which notes had been given, must be taken into the calculation, and charged against the defendants, in determining whether the balance against them amounted to $40,000.

"2nd. If, in this mode of computation, the balance against the defendants for guano previously sold and delivered amounted to $40,000 at the time when the further delivery of the cargoes of the Beatrice and Ailsa was refused by the plaintiffs, the refusal was justifiable under the contract. They were not bound, in such a state of the account, to deliver these cargoes on credit. And, if they offered to deliver them on the payment of the money or satisfactory security, and the defendants refused to comply with these terms, the plfs. had a right to stop the delivery, notwithstanding the previous endorsement and delivery of the bill of lading to the defendants; and the refusal as stated in the testimony is no breach of contract on the part of the plaintiffs, and is not a bar to the recovery in this action of the amount due for the guano actually received by the defendants."

And the defendants, by their counsel, except as well to the said